

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

## NORTHWEST ADMINISTRATORS, INC.,

**Plaintiff,**

No.

**CITY OF PACIFIC, a public entity of the  
State of Washington,**

**Defendant.**

**COMPLAINT TO COLLECT  
TRUST FUNDS**

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under  
laws of the State of Washington, with its principal place of business in King  
County, and is the authorized administrative agency for and the assignee of the  
Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

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The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.

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2 III.  
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5 This Court has jurisdiction over the subject matter of this action under Section  
6 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"),  
7 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C.  
8 §185(a).  
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10 IV.  
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12 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.  
13 §1132(e)(2), because the plaintiff trust fund is administered in this District.  
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15 V.  
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17 Defendant is a public entity of the State of Washington.  
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19 VI.  
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21 Defendant is bound to a collective bargaining agreement with Local 117 of the  
22 International Brotherhood of Teamsters (hereinafter "Local"), under which the  
23 Defendant is required to promptly and fully report for and pay monthly contributions to  
24 the Trust at specific rates for each hour of compensation (including vacations,  
25 holidays, overtime and sick leave) the Defendant pays to its employees who are  
26 members of the bargaining unit represented by the Local. Such bargaining unit  
members are any of the Defendant's part-time or full-time employees who perform  
any work task covered by the Defendant's collective bargaining agreements with the  
Local, whether or not those employees ever actually join the Local.

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VII.

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Defendant accepted the Plaintiff's Trust Agreement and Declaration and  
agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent  
and delinquently paid contributions due to the Trust, together with interest accruing  
upon such delinquent contributions at varying annual rates from the first day of  
delinquency until fully paid, as well as attorney's fees and costs the Trust incurs in  
connection with the Defendant's unpaid obligations.

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VIII.

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Account No. 414683

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For the employment period July 2017 through March 2018, May 2018 and  
June 2018, Defendant failed to properly pay the total contributions due for that period  
as a result of a rate increase effective July 1, 2017, resulting in unpaid contributions  
due the Trust in the amount of \$942.22. Based upon Defendant's unpaid  
contributions for the period July 2017 through March 2018, May 2018 and June 2018,  
it is further obligated to the Trust for liquidated damages in the amount of \$188.44, as  
well as interest accruing and attorney's fees and costs.

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Account Nos. 414681 and 414682

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For the employment period July 2017 through May 2018, Defendant failed to  
properly pay the total contributions due for that period as a result of a rate increase  
effective July 1, 2017, resulting in unpaid contributions due the Trust in the amount of  
\$9,663.00. Based upon Defendant's unpaid contributions for the period July 2017

through May 2018, it is further obligated to the Trust for liquidated damages in the amount of \$1,932.60, as well as interest accruing and attorney's fees and costs.

WHEREFORE, the Plaintiff prays to the Court as follows:

1. That it be granted judgment against Defendant for:
  - a. All delinquent contributions due to the Trust;
  - b. All liquidated damages and pre-judgment interest due to the Trust;
  - c. All attorney's fees and costs incurred by the Trust in connection with the Defendant's unpaid obligation; and
  - d. Such other and further relief as the Court may deem just and equitable.

DATED this 6<sup>th</sup> day of May, 2019.

Respectfully submitted,

REID, McCARTHY, BALLEW & LEAHY,  
L.L.P.

Russell J. Reid, WSBA #2560  
Attorney for Plaintiff